

WHIPPERHILL CONSULTING, LLC

a Wyoming, close limited liability company

838 Cottonwood Creek Rd., Worland, WY 82401



Employee Handbook January 2015



NOTICE OF DISCLAIMER

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or practice to you, you should address your specific questions to the Human Resource Department. Neither this handbook nor any other Company document confers any contractual right, either express or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the Company, or you may resign for any reason at any time.

This employee manual should be regarded as a set of guidelines only. It contains only general information. It is not a contract. Neither the policies in this manual, nor any other written nor verbal communication by a company officer, manager or supervisor are intended to create a contract of employment or a warranty of benefits. The policies in this manual may be amended, modified, deleted or otherwise changed by WhipperHill Consulting, LLC, without prior notice. This manual supersedes and replaces all prior employee manuals, handbooks, policies or procedures.

Changes in Company policy take place immediately upon issuance (e.g., by hardcopy distribution or by electronic posting or distribution) of the revised policy, regardless of whether this handbook is updated, and employees are responsible to keep themselves informed of current Company policy

If you have any questions about any of the policies or procedures in this manual, please consult the Director of Human Resources.

This manual is intended to outline and explain WhipperHill's practices and policies. This employee handbook also summarizes current Company benefits. Please refer to the actual plan documents for information and answers to specific benefit questions.

The Company may add to the policies in the handbook or revoke or modify them from time to time. The Company will try to keep the handbook current, but there may be times when policy will change before this material can be revised.

Please familiarize yourself with the contents of this handbook and keep it available for reference. Statements of specific grounds for termination set forth in this handbook or elsewhere are not all-inclusive and are not intended to restrict the Company's right to terminate at will.

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1. WELCOME

1.1 WhipperHill Values

Our people, and their motivation and dedication to client service, are our main assets.

We provide high quality inspection services to the natural gas and energy industries. Our strength lies in being able to bring experienced and educated inspectors to help our clients maintain compliance with all environmental regulatory requirements.

1.2 Business Ethics

It is the policy of WhipperHill Consulting, LLC, ("WhipperHill" or the "Company") that certain rules and regulations regarding employee¹ behavior are necessary for efficient business operations and for the benefit and safety of all employees. Conduct that interferes with operations, discredits WhipperHill, and/or is offensive to customers or co-workers will not be tolerated.

The personnel policies of WhipperHill are designed to help build a work environment that recognizes each employee as a valuable resource who is essential to our success. In turn, WhipperHill trusts that each employee will give its very best efforts and will work cooperatively with each other as the employee performs his or her job. There is a strong partnership between each employee, his or her supervisor, and all other employees of WhipperHill, in which the effectiveness and success of each person depends on the willing cooperation and trust of all others.

To foster this environment, WhipperHill has three overall employee relations objectives. First, to help assure that each employee is treated with dignity and respect in their employment relationship with us; second, to recognize you as an individual; and third, to help you and all other employees of WhipperHill realize job satisfaction as part of a team that is dedicated to maintaining the highest quality services.

Employees may learn information about WhipperHill that, if known to the public, might affect the decision of an investor to buy, sell, or hold securities issued by WhipperHill.² Employees are prohibited from misusing inside information, prior to public disclosure, by purchasing or selling WhipperHill's securities for their own benefit or for the benefit of members of their immediate family. In addition, employees may not disclose inside information to anyone, either inside or outside the organization, who does not have a legitimate business need to know it.

¹ All references to "you" and "your" are intended to be synonymous with "Employee" for the purposes of this Handbook.

² At this time the company does not issue securities, however this paragraph is relevant to the extent that the company issues securities in the future.

Employees may learn information about a Client's operations that, if known to the public, might affect the decision of an investor to buy, sell, or hold securities issued by the Client. Employees are prohibited from misusing inside information, prior to public disclosure, by purchasing or selling the Client's securities for their own benefit or for the benefit of members of their immediate family.

Employees and their immediate family may not accept gifts, except those of nominal value, or any special discounts or loans from any person or firm doing, or seeking to do, business with WhipperHill.

Employees may not give, offer, or promise, directly or indirectly; anything of value to any representative of a customer, of a potential customer, or of a financial institution in connection with any transaction or business that WhipperHill may have with that customer, potential customer, or financial institution.

In most cases, your basic instincts will tell you right from wrong. If you have any doubt, the best rule is "don't". If you need further clarification, contact the Human Resource Department.

1.3 Outside Employment

WhipperHill requires that employees' activities and conduct away from the job must not compete with, conflict with, or compromise its interests, or adversely affect job performance and the ability to fulfill all responsibilities to WhipperHill.

Employees must disclose any financial interest they or their immediate family have in any firm that does business with WhipperHill or that competes with WhipperHill. WhipperHill may require divestiture of the interest if it considers the financial interest to be in conflict with its best interests. This requirement, for example, prohibits employees from performing any services for customers on non-working time that are normally performed by WhipperHill personnel.

This prohibition also extends to the unauthorized use of any Company tools or equipment and the unauthorized use or application of any confidential trade information or techniques. In addition, employees are not to solicit or conduct any outside business during paid working time.

1.4 Services.

WhipperHill's primary function is to provide environmental inspection services to energy companies or contractors that are performing services on behalf of said energy companies. Most of our projects involve the construction, maintenance, and improvements to natural gas pipelines. We typically provide ENVIRONMENTAL INSPECTORs (EI) and LEAD ENVIRONMENTAL INSPECTORs (LEI) that are responsible to oversee the work performed by contractors who are performing work to install, improve, or maintain a natural gas pipeline.

Our inspectors monitor all environmental activities throughout the course of the project to ensure environmental compliance to our customers. Our inspectors also act as a resource for contractors to ask questions (in real time) about any environmental compliance issue.

Our EIs and LEIs are required to prepare daily reports (which include extensive photo documentation) on the status of each inspector's portion of the project. They also have the authority to immediately (i.e. without first reporting to a superior) shut down a project if he or she discovers noncompliance. This ensures that any problems are corrected as soon as is reasonably possible or as we call it, in "real time."

Our EIs are also required to prepare reports after each rain event as well as weekly reports and/or any report requested by a customer.

1.5 Unique Challenges.

All of our projects are temporary, are located on property owned or controlled by our Customers; and also typically involve oversight from a customer employee or agent that is often referred to as the ENVIRONMENTAL COORDINATOR (EC). Our EIs will always be subordinate to the EC. If an EI or LEI believes that an EC is breaking any law, or is otherwise allowing activities or failing to do any portion of his or her job in any way, the EI or LEI must immediately inform WhipperHill's COO Jerimiah Frederick.

While we do not consider ourselves as a "Temporary Agency" it is normal for our employees to be terminated pursuant to a lay off when a job is completed. We then rehire as needed when work becomes available. We pride ourselves on the fact that many of our employees decline opportunities for other similar work while laid off because they are waiting to come back to work for us. Nonetheless, it is common for our employees to switch back and forth between us and competitors as each of us have work available.

Since our employees are almost always working out of town, they typically receive a daily Per Diem as well as mileage. There may be tax consequences to WhipperHill employees for Per Diems. Therefore each employee is strongly encouraged to consult with a qualified income tax advisor for advice on this issue.

In the remainder of this booklet, any references to "facility", "company property", "premises" or "location" shall also refer to the location of any project an employee is assigned.

1.6 Conflict of Interest

As an employee of WhipperHill, you have an obligation to promote the best interest of the Company. It is the policy of WhipperHill to prohibit its employees from engaging in any activity, practice, or conduct which conflicts with, or appears to conflict with, the interests of WhipperHill, its customers or its suppliers. Since it is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest, the prohibitions included in this

policy are not intended to be exhaustive and include only some of the more clear-cut examples. The Company will be the final judge of the existence of a conflict of interest.

2. WORKPLACE COMMITMENTS

2.1 Employment Relationship/AT-WILL

All employees of WhipperHill are employed on an at-will basis. Therefore, any employee who wishes to do so may terminate his or her employment at any time, with or without notice and with or without cause. Similarly, WhipperHill may terminate employment of any employee at any time, also with or without notice and with or without cause. No employee, supervisor, or other representative of WhipperHill other than JERIMIAH FREDERICK (the Company's COO) has the authority to enter into any employment agreement for any specified period of time or to make any agreement contrary to what has been stated above; any such agreement must be in writing signed by JERIMIAH FREDERICK and directed to the employee personally.

2.2 Hiring Policy

Hiring is on the basis of qualifications and ability to do the job to be filled without regard to race, religion, color, sex, age, national origin, disability, marital status, ancestry, medical condition, sexual orientation, citizenship status, veteran status or other protected categories.

WhipperHill will consider a member of an employee's immediate family for employment if the applicant possesses all the qualifications for employment. These criteria will also be considered when assigning, transferring, or promoting an employee. An immediate family member may not be hired, however, if the employment would:

- Create either a direct or indirect supervisor/subordinate relationship with a family member; or
- Create either an actual conflict of interest or the appearance of a conflict of interest.

Former employees who left WhipperHill in good standing may be considered for re-employment. Former employees who resigned without written notice or who were dismissed for disciplinary reasons may not be considered for reemployment.

2.3 Equal Employment Opportunity

In keeping with its goals of individual recognition and treatment characterized by dignity and respect, WhipperHill is committed to providing equal employment opportunities to employees and applicants for employment and will not discriminate or permit unfair treatment because of race, creed, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, height, weight, veteran status, marital status or genetic information.

As part of this policy, WhipperHill also prohibits abusing the dignity of anyone through jokes, slurs, or other derogatory comments or statements that refer to ethnic origin, race, sex, religion, age, disability, height, weight, or veteran or marital status or through conduct of any objectionable nature. Any employee, supervisor, or other representative of WhipperHill who violates this policy will be subject to prompt disciplinary action, up to and including discharge.

2.4 Harassment

Under no circumstances will WhipperHill condone or tolerate harassment or discrimination based on race, color, creed, religion, national origin, sex, disability or handicap, age, height, weight, veteran status, marital status, or genetic information.

Harassment is any unwelcome or unsolicited verbal or physical conduct that unreasonably interferes with an employee's job performance or creates a hostile, offensive, or abusive working environment. Examples of harassment include, but are not limited to, disparaging remarks, unwelcome or unsolicited touching, threats of physical harm, and the use of degrading words, nicknames, pictures, stories, or jokes.

Sexual harassment is one form of harassment. Sexual harassment includes:

1. sexual relations, sexual contact, or the threat of sexual relations or sexual contact, that is not freely and mutually agreeable to both parties;
2. continual or repeated verbal abuse of a sexual nature, including but not limited to sexually explicit statements, sexually suggestive objects or pictures, sexually degrading words used to describe the employee, or propositions of a sexual nature; or
3. the threat or insinuation that lack of sexual submission will adversely affect the employee's wages, advancement, assigned duties, or other conditions that affect employment.

If you believe that you are the victim of any form of harassment, you should *immediately* report any violation of this policy to your direct supervisor as well as the Company's COO. You should also refer to Section 3.4 of the Employee Handbook.

It is WhipperHill's policy to conduct a prompt investigation of any harassment claims and to take immediate remedial action, such as the assessment of discipline, up to and including discharge, of any employee, supervisor, or other representative of WhipperHill, who, after an investigation, is found to have engaged in this type of offensive practice or conduct. All complaints will be thoroughly investigated, and all employees, supervisors, and other representatives of WhipperHill are expected to cooperate fully with any investigation.

WhipperHill will provide all qualified applicants and employees who have disabilities with reasonable accommodations as required by the Americans with Disabilities Act.

2.5 Drug Free / Alcohol Free Workplace

WhipperHill has the responsibility to maintain a safe and efficient working environment. Employees who work while under the influence of drugs or alcohol present a safety hazard to themselves and their coworkers. Moreover, the presence of drugs or alcohol in the workplace limits our ability to produce high-quality work and provide high quality service and solutions.

Employees are prohibited from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, and narcotics. Said substances adversely affect job performance, job safety, and WhipperHill's reputation in the community.

Employees are further prohibited from the possession, consumption, or having any presence of alcohol or otherwise legal mind altering substance in their body on Company premises or work sites. In addition, WhipperHill prohibits off-premises abuse of alcohol and or mind altering substances when these activities adversely affect job performance, job safety, or WhipperHill's reputation in the community.

Employees must report their use of over-the-counter or prescribed medications to the Operations Manager / Safety Director if such use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

Employees may be required to take tests for prohibited drugs and alcohol under the regulations of the U.S. Department of Transport as well as the Pipeline and Hazardous Materials Safety Administration (PHMSA). A copy of the Anti-Drug and Alcohol Misuse Prevention Plan is provided to all employees upon being hired for the initial job. If any employee desires a replacement copy, he or she may request one from their direct supervisor and a digital copy will be provided.

Employees may be asked to take a test at any time to determine the presence of drugs, narcotics, or alcohol, unless law prohibits said tests. Employees who agree to take the test must sign a consent form authorizing the test and WhipperHill's use of the test results for purposes of administering its discipline policy. It is a violation of this policy to refuse consent for these purposes or to test positive for alcohol or illegal drugs. Policy violations will result in discipline and may result in termination.

Tests that are paid for by WhipperHill are the property of WhipperHill, and the examination records will be treated as confidential and held in separate medical files. However, records of specific examinations, if required by law or regulation, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies, and/or the employee's doctor.

The 1988 Federal Drug-Free Workplace Act requires that employees notify the Company within five calendar days of any criminal drug statute conviction for a violation occurring in the

workplace. Substance abuse testing will only be done in accordance with the WhipperHill Drug and Alcohol Policy, and applicable law.

3. COMPANY POLICY AND PROCEDURE

3.1 Confidential Information

The internal business affairs of WhipperHill Consulting, LLC, particularly confidential information and trade secrets, represent Company assets that each employee has a continuing obligation to protect. Information designated as confidential may not be discussed with anyone outside WhipperHill and may be discussed within the organization only on a "need to know" basis. In addition, employees have a responsibility to avoid unnecessary disclosure of non-confidential internal information about WhipperHill, its employees, its customers, and its suppliers. However, this employee responsibility to safeguard internal Company affairs is not intended to impede normal business communications and relationships.

All technical conversations, notes, manuals, and papers must not be discussed with anyone outside the Company without the necessary prior approvals. Care must be taken not to divulge either WhipperHill information or third-party confidential information entrusted to WhipperHill that has been obtained as a result of your employment with WhipperHill.

3.2 Inventions by Employees

If, while working for WhipperHill, you develop a device, technique, or process that is related to our business, the invention shall belong to WhipperHill, and the rights of such items are to be assigned to WhipperHill.

3.3 Information Technology Records and Privacy

Most employees will be using their own personal telephones, computers, internet access, software, etc. to perform their job. Electronic records (email messages, computer files, etc.) that are delivered to WhipperHill or its customers are WhipperHill property.

Employees may from time to time be furnished with WhipperHill IT tools (computers, internet access, software, etc.) which are provided for business purposes only. Electronic records (email messages, computer files, etc.) produced using WhipperHill IT tools are WhipperHill property, and may have the same legal and operational effect as traditional hardcopy documents.

All Company communications services and equipment, including the messages transmitted or stored by them, are the sole property of WhipperHill. WhipperHill may access and monitor employee communications and files as it considers appropriate. Communications equipment and services include mail, electronic mail ("e-mail"), courier services, facsimiles, telephone systems, personal computers, computer networks, on-line services, Internet connections, computer files, telex systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, and bulletin boards. Employees whose communications may be monitored generally will be asked to sign a consent form authorizing said monitoring. We

should have no expectation that any information we transmit or receive over WhipperHill facilities or stored on WhipperHill computers is or will remain private, and WhipperHill reserves the right to review these records.

Only employees specifically authorized by WhipperHill may access on-line services and the Internet. Authorized employees must disclose all passwords to WhipperHill and their supervisors but should not share the passwords with other employees. Employees' on-line use should be limited to work-related activities. In addition, employees should not duplicate or download from the Internet or from e-mail any software or materials that are copyrighted, patented, trademarked, or otherwise identified as intellectual property without express permission from the owner of the material.

3.4 Employee Complaints

WhipperHill believes that an essential ingredient in maintaining a productive work atmosphere is open communication with prompt settlement of all employee complaints. As an employee of WhipperHill, you have the opportunity to voice your opinions. Your immediate Supervisor or your Manager should be the first contact for such concerns. If you believe the issue is not resolved with your direct supervisor; or if you believe your direct supervisor is part of the problem; then you should contact JERIMIAH FREDERICK. Complaints that are made in good faith may be aired without fear of reprisals.

Employees should have an opportunity to present their work-related complaints and to appeal management decisions through a dispute resolution procedure. WhipperHill will attempt to resolve promptly all disputes that are appropriate for handling under this policy.

3.5 Employee Records

WhipperHill will maintain personnel records for applicants, employees, and past employees in order to document employment-related decisions, evaluate and assess policies, and comply with government record-keeping and reporting requirements.

The Company needs to keep current and accurate records on all its employees. It is your responsibility to inform Human Resources of changes in your address, telephone number, marital and dependent status, etc. This information is updated and recorded in your personnel file. Your personnel file is a confidential, official Company record. You may look at your personnel file by scheduling an appointment with Human Resources.

The Company may need to obtain information about you from reporting agencies and similar sources, such as a driving record, for purposes of complying with the law and for reasons of Company policy. Your consent is sometimes required to obtain the information under the Fair Credit Reporting Act. In such cases, you have legal rights under the Fair Credit Reporting Act and information about your rights will be provided to you as required under the law. In some cases, your consent to allow the Company to obtain the required information may be a

condition of employment. Any questions about your rights under the Fair Credit Reporting Act should be directed to Human Resources.

The employee understands that the Company has in its possession personal data relating to individuals and understands that the Company may collect, store, use and transmit such personal data in electronic form for the purposes of administering and record keeping in connection with an individual's employment in the Company such as, but not limited to, payroll and pension plan services.

3.6 Employment Verification

In the event Human Resources is asked by credit agencies, banks, etc., to furnish information regarding your employment for purposes of establishing or verifying your credit. Human Resources will only verify (but will not volunteer) dates of employment, salary, and job title. Additional confidential information will not be given to anyone unless you specifically authorize Human Resources in writing to release such information, except where required by law. The Company will routinely exchange this information with its affiliates.

3.7 Personal Appearance

Employees are expected at all times to present a professional, businesslike image to customers, prospects, and the public. Acceptable personal appearance, like proper maintenance of your vehicle and all work areas, is an ongoing requirement of employment with WhipperHill. Departures from conventional dress or personal grooming and hygiene standards are not permitted.

3.8 Solicitation

WhipperHill limits solicitation and distribution on its premises because said activities can interfere with its normal operations, reduce employee efficiency, annoy customers, and pose a threat to security.

Individuals not employed by WhipperHill are strictly prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers properly identified to the Security Officer), or engaging in any other solicitation, distribution, or similar activity on Company premises.

WhipperHill may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist in these drives, but their participation is entirely voluntary. If an employee seeks permission to conduct one of these drives, the request must go through the employee's supervisor and be approved by the Company's President or its designee.

3.9 Bulletin Boards

WhipperHill maintains various communication systems to communicate Company information to employees and to disseminate or post notices required by law. These communication systems (including bulletin boards, electronic mail, voice mail, facsimile machines, and personal computers) are for business use only and may not be used for employee solicitation or distribution of literature. The unauthorized use of the communication systems or the distribution or posting of notices, photographs, or other materials on any Company property is prohibited.

4. Employment Classification

4.1 Exempt Employees

An exempt employee is one that is not subject to the minimum wage and overtime pay requirements because they fall within certain specific job categories in the Fair Labor Standards Act ("FLSA").

4.2 Non-Exempt Employees

A non-exempt employee generally is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act ("FLSA") and is typically paid either on an hourly or salary basis.

4.3 Part-Time, Full-Time, or Temporary Status

A part-time employee is an individual who works less than a normal workweek and is hired for an indefinite period. A part-time employee may be classified as either exempt or non-exempt.

A full-time employee is an individual who works a normal forty-hour workweek and is hired for an indefinite period. A full-time employee may be classified as either exempt or non-exempt.

A temporary employee generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee may be classified as either exempt or non-exempt.

5. HOURS OF WORK AND PAY PRACTICES

WhipperHill EIs and LEIs are expected to be available for work a minimum of 6 days a week and often will work 7 days a week if the customer requires it. The jobs usually require the employee to work out of town or even out of state. There are also many days that the weather or some other reason will create a situation where there will only be a couple of hours of work available to each inspector. Out of fairness, the Company has adopted a policy where all of its hourly employees who work as an ENVIRONMENTAL INSPECTOR (EI) or as a LEAD ENVIRONMENTAL INSPECTOR (LEI) shall receive a day rate which shall be included in your Employment Agreement, plus "Overtime" for all actual hours worked beyond 40 in a workweek. Overtime pay will be determined via the formula in section 5.3 of this Employee Handbook.

Employees (on a weekly basis) are responsible to submit a time sheet which shows the actual hours worked on each day, as well as the days that work was performed in each work week. Employees must receive written permission from their direct supervisor if they are going to average more than 10 hour work days in any given week.³ If the employee is an LEI, he or she must obtain said permission from COO Jerimiah Frederick. If at any time an employee is not authorized to perform the extra work and believes that said time is necessary for the employee to perform its duties, the employee should then address the issue with Mr. Frederick or the Company's general manager MATTHEW FANTASKEY.

Notwithstanding the preceding, the Company has a policy against EI's or LEI's from working more than an average of 10 hours each work day. While there will be times where a specific project may require additional hours, the Company will make reasonable efforts to reduce said needs. This includes but is not limited to additional training, mentoring, reducing the work load, or reassigning jobs.

Other employees will be identified as hourly or salaried. Hourly employees must report hours worked in the same manner as EI's and LEI's, and will receive time and half as overtime pay for all hours above 40 in a week.

5.1 Workweek

The normal workweek is Sunday through Saturday, beginning and ending at midnight on Sunday. The normal workday will consist of 10 hours of work with an unpaid meal period. Rest or coffee breaks are mandatory and considered as time worked.

5.2 Hours

The normal work schedule for EI's and LEI's depends on the weather, sunrise and sunset times, as well as the unique needs of our customers. On average it would be from 7:00 am to 5:30 pm with an unpaid half hour lunch break. Exempt employees are expected to work a minimum average of 40 hours a week. Non-exempt employees work as scheduled. The daily working hours should be scheduled to include at least 30 minutes for one unpaid meal period or as otherwise mandated by state law. For some departments or offices, business needs may require staffing at various times throughout the day and week. Employees required to work staggered hours or shift schedules will be informed of their working hours in advance.

5.3 Overtime

Overtime pay for day rate employees shall be determined as half of your regular hourly rate. This rate will change from week to week as it is calculated by totaling all day rate compensation for the week and dividing that by the number of hours worked.

³ For example more than 40 hours in 4 days, 50 hours in 5 days, 60 hours in 6 days and 70 hours in 7 days.

For example if Employee has a day rate of \$250.00 and works 7 days and accumulates 70 hours of actual work time for a given week, the Company would use the following formula:

$$\begin{aligned} \$250 \times 7 \text{ days} &= \$1,750.00 \\ \$1,750.00 / 70 \text{ hours} &= \$25.00 \text{ per hour.} \\ \$12.50 \times 30 \text{ hours} &= \$375.00 \text{ for overtime pay.} \end{aligned}$$

Gross compensation for the week equals \$1,750 plus \$375.00 = \$2,125.00.

If you are an hourly employee you are classified as non-exempt and you are eligible for overtime pay for all authorized hours worked in excess of 40 hours in a regular workweek. Employees are required to work overtime whenever it is required by WhopperHill customers. If you perform work on a Company holiday, you will be paid overtime for the time worked.

5.4 Paydays

Employees normally will be paid on a bi-weekly basis. The Company can directly deposit employee earnings into a designated bank account once the Authorization Agreement provided with the "Hire Package" is completed and processed.

5.5 Payroll Deductions

The Company is required by law to deduct Federal, State and applicable Local Withholding and Social Security taxes from your paycheck. Your Withholding tax deduction will vary, depending on the number of dependents and deductions you declare. If the number of exemptions you claim changes, you should complete a new withholding exemption form, available from Human Resources.

5.6 Time Records

To comply with various labor laws, we must record the time you work, are absent, or are on vacation. To accomplish this, it is necessary for you to complete a time record for each pay period. The timesheet will be emailed to you.

Depending on your employment classification, data to be recorded will vary. Non-exempt employees record their hours worked to the nearest tenth of an hour and indicate time off with pay⁴ (i.e. holiday, sickness and vacation).

Your immediate supervisor approves, signs, and forwards your time record to Human Resources. Exempt employees record their authorized time off with pay, such as holiday, sickness or vacation. A time record by date will be maintained for exempt employees. Both

⁴ As noted, company employees do not generally receive paid time off for ANY reason unless it is authorized by the Customer.

exempt and non-exempt employee absences due to sickness or injury must be recorded for purposes of the Short Term Disability Plan.

5.7 Holidays

The Company typically honors the holidays listed below. If a holiday falls during your vacation period, it will not be considered as part of the vacation time. Actual dates observed will be published each year.

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Day after Independence Day	Christmas Day

WhipperHill does not provide holiday pay for its employees unless said compensation is authorized by the customer.

5.8 Vacation

WhipperHill does not provide paid vacation to its employees unless said time is specifically authorized by a Customer. Employees who need time off must obtain permission as soon as is reasonably possible. The Company will make reasonable attempts to accommodate all reasonable requests for time off for vacation or otherwise.

Generally, employees should submit vacation plans to their supervisor at least four weeks in advance of the requested vacation date. Management reserves the right to designate when some or all vacations must be taken. Supervisors are responsible for ensuring adequate staffing levels and should attempt, when feasible, to resolve vacation scheduling conflicts based on length of service.

Vacation request forms must be filled out in advance of vacation. This form can be obtained from the Human Resources department.

6. ATTENDANCE POLICIES

6.1 Attendance

To effectively meet responsibilities to its customers, WhipperHill relies on regular attendance from all its employees. Employees are expected to report to work on time, observe the time limits for lunch periods, and to not leave work early without approval.

6.2 Absences

We realize that due to illness or other compelling reasons you may find it necessary to be absent from work. Because each employee's job contributes to the continuing operation of our

business, any absence without notice and approval results in an extra burden on fellow employees.

It is important that you notify your Supervisor, Department head, or Human Resources as soon as you know you will be absent from work. Keep your Supervisor informed about your expected return date.

For field personnel it is especially important that you notify your Supervisor if you will be absent from work as there are many components involved in Company projects that can be inflexible. Quite simply, our team, and our Customer are expecting that you will be there.

Absences due to illness or injury in excess of five consecutive days require medical evidence of treatment and confirmation of good health before returning to work.

6.3 Discipline and Termination

Failure to report to work in excess of two days without contacting your Supervisor may result in your termination for abandonment of work. This will be considered voluntary termination of employment by you for all purposes, including applicability of severance benefits.

Regular and punctual attendance is a condition of employment. Failure to observe these guidelines or excessive absenteeism may result in disciplinary action up to and including discharge. Further details on this should be discussed with your Supervisor or Human Resources Personnel.

7. LEAVE POLICIES

7.1 Leave of Absence

You may be granted a leave of absence with or without pay for specified reasons. At the present time, leaves are granted for these absences: medical leave, military service, personal leave, jury duty, bereavement leave, and for completion of an approved educational program.

7.2 Medical Leave

Employees who are unable to work because of a serious health condition, disability, or work-related injury may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions.

WhipperHill requires certification of an employee's need for sick leave, both before the leave begins and on a periodic basis thereafter, from the employee's health care provider. If you experience a non-work related injury or illness that is expected to keep you out of work longer than 5 consecutive workdays, contact your Supervisor.

If an employee incurs a work-related illness/injury, regardless of the severity, the following procedure will apply:

- The employee must immediately report the nature of the illness/injury to his or her immediate Supervisor and contact Human Resources.
- An investigation of the injury will be conducted by Human Resources to verify payable benefits and to initiate payments in a timely fashion if the circumstances warrant such payments.

If the Leave of Absence is an emergency illness or injury; the employee should call (or have a family member call) his or her Supervisor as soon as possible and have the physician submit the requested information to Personnel as soon as possible.

7.3 Return to Work from Medical Leave

Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, as required by law. Employees returning from a sick leave must provide certification of their ability to perform the functions of their job.

Employees returning from a military leave also must comply with all of the reinstatement requirements specified by federal law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated in the same manner as though he had been actively employed at the time of the reduction in force.

7.4 Military Service

A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). An employee is eligible for military leave beginning the first day of employment. Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law.

Employees with one year or more of Company service will be eligible for pay during participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard duty not to exceed 16 days per calendar year. In these circumstances, WhipperHill will pay the difference between what an employee earns from the government for military service and what the employee would have earned from normal straight-time (i.e. 40 hours) pay on the job. This difference will be paid for up to three weeks and one day in a calendar year.

7.5 Military Reserve Duty

Leave with pay is granted for reserve duty not to exceed 16 days per calendar year. Upon return, pay for this period is reduced by the amount of military pay the employee receives. Summer encampment leaves will be granted to employees to meet their two-week Reserve or National Guard obligations. Employees will receive base pay minus any military pay for that period.

7.6 Personal Leave

Employees may be granted a leave of absence for compelling personal reasons that do not qualify under the FMLA (Family and Medical Leave Act) in cases in which WhipperHill determines that an extended period of time away from the job will be in the best interests of the employee and WhipperHill. Personal leave must be requested and granted in advance and must be approved in writing by the immediate Supervisor and Human Resources. All personal leaves are unpaid and vacation accrual and Short Term Disability benefits are suspended for the duration of the leave.

7.7 Jury Duty

An employee who is served notice or subpoenaed to serve as a jury member, other than on a Grand Jury, will be placed on an unpaid absence. Formal notification is required to verify the absence. For non-exempt employees, jury duty time will be included for the purposes of calculating overtime. Employees may be considered for an unpaid personal leave of absence if they must appear in court as a plaintiff or defendant.

7.8 Bereavement

Three days with pay are granted for bereavement leave. Longer absences, if approved by your Supervisor, may be taken as vacation time or as time without pay. Weekends and holidays are normally considered as part of the absence period.

Bereavement leave is to be used to attend funerals for members of the immediate family, including; husband, wife, son, daughter, stepchild, father, mother, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

7.9 Educational Leave

Employees who want to continue their education in preparation for added responsibilities with WhipperHill may be granted an educational leave of absence. Vacation accrual and Short-Term Disability benefits are suspended for the duration of the leave.

8. WORK PERFORMANCE

8.1 Performance Review

WhipperHill maintains a policy of evaluating the job performance of its employees as a means of measuring efficiency and effectiveness of our operations. Job evaluation provides employees with meaningful information about their work, and helps the Company to make personnel decisions related to such areas as training, employee development, merit pay increases, promotion, job assignments, retention and long range planning of our operations. Your immediate Supervisor will normally provide you with a written performance review at least once a year.

Among the factors evaluated during performance reviews are the employee's quality and quantity of work, work habits, interpersonal relations and adaptability to job conditions. Each employee is given an opportunity to meet with the evaluating Supervisor to discuss the evaluation before it is finalized, whereupon the employee will be given a copy of the completed form.

Your Supervisor is available to counsel you on how to sustain or improve your performance. Always feel free to discuss your performance or development needs with your Supervisor. You should never allow yourself to be in doubt as to your standing.

8.2 Salary Review

Salaries are reviewed periodically. Among the important factors given consideration are the business and economic climates, your job performance, your contributions to the success of the Company, and the salaries paid for comparable positions in the marketplace. After considering all of these factors, your Supervisor may recommend any appropriate salary change.

8.3 Promotion and Career Mobility

WhipperHill provides opportunities for career advancement. Job vacancies are primarily filled from within the Company. Performance in your current position and ability to perform in a new position are key considerations for advancement. Employees have the responsibility to upgrade their skills in order to qualify for consideration.

Transfers, whether initiated by the employee or the Company, are encouraged when they contribute to the strength of the organization and offer opportunities for personal development. WhipperHill recognizes that employees may be better suited for, or more interested in, other types of work within the Company.

8.4 Departmental Transfers

Employees may request transfers within a department or to another department as openings become available, provided the employee has completed a minimum of one year in his or her current position at a performance level of satisfactory or better. The Company may initiate a transfer based on business needs. A lateral transfer is moving from one job to another where the responsibilities of the two jobs are comparable. Employees who request a transfer will be considered for a position before hiring from outside WhipperHill. Transfers are based on the candidate's skill, ability, qualifications, and performance appraisals.

9. DISCIPLINE POLICY

9.1 Rules of Conduct

Employees are expected to know and observe certain standards of job performance and conduct. When performance or conduct does not meet WhipperHill's standards, WhipperHill may, at its discretion, give the employee an opportunity to correct the deficiency. Conduct that

adversely affects or is otherwise detrimental to the interests of the Company, other employees, or customers may result in disciplinary action, up to and including termination.

The following rules are intended to provide employees fair notice of what is expected. However, these rules cannot cover every possible situation that may arise. The Company reserves the right to take appropriate disciplinary action whenever misconduct occurs in the judgment of the Company.

9.2 Job Performance

Employees may be disciplined, up to and including termination, for poor job performance, including:

- Failure to meet objectives and/or work performance requirements;
- Excessive absenteeism or tardiness;
- Not treating all customers, visitors, and coworkers in a courteous manner;
- Behavior or conduct that is offensive, undesirable, or which is contrary to WhipperHill's best interests;
- Not reporting to management suspicious, unethical, or illegal conduct by coworkers, customers, or suppliers;
- Not cooperating with Company investigations;
- Not complying with all Company safety and security regulations;
- Not wearing clothing appropriate for the work being performed;
- Not performing assigned tasks efficiently and in accord with established quality standards;
- Not reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned starting time;
- Not giving proper advance notice whenever unable to work or report on time;
- Not maintaining cleanliness and order in the workplace and work areas.

9.3 Misconduct

The following conduct is prohibited and individuals engaged in it will be subject to discipline, up to and including termination:

- Refusing to follow management's instructions concerning a job-related matter or being insubordinate;
- Engaging in any form of sexual or other harassment;
- Misusing Company communications systems, including electronic mail, computers, Internet access, and telephones for private use;
- Falsifying or altering any Company record or report, such as an employment application, medical reports, production records, time records, expense accounts, absentee reports, or shipping and receiving records;
- Reporting to work under the influence of alcohol, illegal drugs, or narcotics;
- Using, selling, dispensing, or possessing alcohol, illegal drugs, or narcotics on Company premises;
- Disclosing trade secrets or confidential Company information;

- Stealing, destroying, defacing, or misusing Company property or another employee's or a customer's property;
- Threatening or intimidating coworkers, security guards, customers, or guests;
- Soliciting or distributing in violation of Company policies;
- Smoking where prohibited by local ordinance or Company rules;
- Using profanity or abusive language;
- Sleeping on the job without authorization;
- Failing to wear assigned safety equipment;
- Failing to abide by safety rules and policies;
- Possessing firearms or other weapons on Company property;
- Fighting or assaulting a coworker or customer;
- Gambling on Company property; and
- Playing pranks or engaging in horseplay.

The examples of impermissible behavior described above are not intended to be an all-inclusive list. At management's discretion, any violation of WhipperHill's policies or any conduct considered inappropriate or unsatisfactory may subject the employee to disciplinary action. Questions about this policy should be directed to Human Resources.

9.4 Termination

It is the policy of WhipperHill to terminate employment because of an employee's resignation, discharge, or retirement; the expiration of an employment contract, the termination of a customer project; or a permanent reduction in the workforce.

Discharge can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason. WhipperHill reserves the right to terminate employment at any time and for any reason.

The Company may provide you warnings (notice) of your failure to meet performance expectations through performance counseling and evaluations. While the Company hopes that all performance deficiencies can be corrected, continued poor job performance maybe cause for termination.

9.5 Severance Plan

It is the policy of WhipperHill that severance pay is generally not warranted. WhipperHill, however, retains the right in its discretion to amend this policy at any time.

10. EMPLOYEE HEALTH AND SAFETY

10.1 Health, Safety and Environment

The health and safety of employees and others on Company property or field locations are of the utmost concern. It is, therefore, the policy of WhipperHill to strive constantly for the highest possible level of safety in all activities and operations, and to carry out our commitment

of compliance with all health and safety laws applicable to our business, by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

The Company will make every effort to provide working conditions that are as healthy and safe as feasible, and employees are expected to be equally conscientious about workplace safety, including proper work methods, reporting potential hazards, and abating known hazards. Unsafe work conditions in any work area that might result in an accident should be reported immediately to a Supervisor. The Company's safety policy or practices will be strictly enforced, including possible termination of employees who violate these policies.

It is your responsibility to understand the emergency procedures for your location in case of emergencies. WhipperHill believes that attention to safety and the environment are essential aspects of a healthy, ethical company. Your cooperation and suggestions are appreciated.

10.3 Driving/Parking on Company Property

WhipperHill will provide parking for as many employees as practical and is supplied by the Customer.

Employees who use WhipperHill parking lot do so at their own risk. WhipperHill assumes no responsibility for any damage to, or theft of, any vehicle or personal property left in the vehicle while on the parking lot.

10.4 Automobile Liability Insurance/Rental

Whenever a personal vehicle is used for Company purposes, WhipperHill's automobile liability insurance policy is typically restricted to the coverage of Third Party Liability, i.e. loss or damage to third party vehicle (other party property) and/or death/bodily injury of third party. In the event of a "business use" accident, the employee's insurance will typically pay first.

When renting a vehicle on company business, the employees should utilize WhipperHill's approved vendors. WhipperHill's auto policy will provide liability coverage but does not provide any physical damage coverage (comprehensive or collision) to the rented vehicle and this should be added at time of rent. Also, the insurance does not provide coverage for the individual driver if sued individually in the event of an accident. The individual/employee needs a personal auto policy for this coverage and they need to verify that coverage is provided while operating a non-owned vehicle for business use.

10.5 Smoking in the Workplace

WhipperHill recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is restricted at all of its facilities.

Smoking is prohibited inside all Company facilities except for areas where it is specifically authorized. The Human Resources Director is responsible for implementing and monitoring smoking regulations, and supervisors are expected to enforce the regulations. The smoking

policy applies to employees during working time and to customers and visitors while on WhipperHill's premises.

Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the smoking policy. Smokers have a special obligation to keep smoking areas litter-free and to not abuse break and work rules. Complaints about smoking issues should be resolved at the lowest level possible but may be processed through WhipperHill's dispute resolution procedure.

Employees who violate the policy will be subject to disciplinary action.

WhipperHill does not discriminate against individuals on the basis of their use of legal products, such as tobacco, if the use occurs during non-working time and off of WhipperHill's premises.

11. BENEFITS

11.1 Health Insurance

The company does not currently supply health insurance for its employees.

11.2 Dental Insurance

The company does not currently supply dental insurance for its employees.

11.3 Retirement Plans

The company does not currently have a retirement plan. Employees are strongly encouraged to consult with a personal financial planner and implement a retirement savings plan that works best for each individual employee and its family.

11.4 Long T /ST Disability Insurance

The company does not currently have any disability insurance policy for its employees.

11.5 Workers Compensation Insurance

All WhipperHill employees are provided Worker's Compensation Insurance benefits as specified by law. Any injury or illness "arising out of and occurring in the course of employment" is covered under Worker's Compensation Insurance. This coverage is extended to cover an employee traveling to another state or country while on Company business. However, the insurance benefits are applicable to the state where the company is based (Pennsylvania).

12. TERMINATION POLICIES

12.1 Voluntary Termination

WhipperHill understands that employee resignations occur for a variety of reasons.

WhipperHill requests that any employee who intends to resign (for ANY reason) do so in the

form of a written letter to COO Jeremiah Frederick with a copy to his or her direct supervisor and give not less than two weeks' notice. In the event an employee fails to give two weeks' notice he or she will not be considered for re-employment with the company in the future.

12.2 Final Paycheck

WhipperHill's general policy is that a final paycheck will be given to a former employee within five business days of termination.

12.3 Exit Interview

An exit interview will be scheduled with you when you leave the Company. This gives you an opportunity to get any unresolved issues addressed before leaving the Company and allows us to solicit your honest opinions of our Company and any suggestions for improvement of WhipperHill Consulting, LLC. We encourage all employees to participate in an exit interview when they separate from employment and we value all opinions and suggestions we receive in the process. At the exit interview session, you will be also be given any information such as your benefit continuation rights (if any) and responsibilities, and your final paycheck.

Employee Acknowledgement

I acknowledge the receipt of this WhipperHill Consulting, LLC's *Employee Handbook* dated February 1, 2015. I understand that its sole purpose is to summarize the Company's personnel policies, procedures and benefits that are useful to know throughout my career with WhipperHill. I also understand that the Handbook does not constitute a contract of employment and is subject to revision by the Company without prior notice and at its sole discretion.

I understand that in order to retain the necessary flexibility in the administration of benefits and other policies, the Company reserves the right to modify, supplement, rescind, or revise any of the terms at its sole discretion. I further understand that my employment status is at-will.

Print Name: _____

Employee Number: _____

Signature: _____

Date: _____

Return the signed original to:

Human Resource Department
WhipperHill Consulting, LLC
838 Cottonwood Creek Road
Worland, WY 82401

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